

SECURITY REQUIREMENTS – CREI

[CT (nonprofit) CREI] [NFS 1852.223-70 – 04/02] [FAR 52.204-2 – 08/96, Alt I – 04/84]

- (a) This Article applies to the extent that this Subcontract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) JPL will notify the Subcontractor of the security classification of this Subcontract and the elements thereof, and of any subsequent revisions in such security classification, by the use of a Subcontract Security Classification Specification (DD Form 254), or other written notification.
- (c) The Subcontractor shall comply with (i) the Security Agreement (DD Form 441), including the Department of Defense National Industrial Security Program Operating Manual (DOD 5220.22-M), and (ii) any revisions to that manual, notice of which has been furnished to the Subcontractor.
- (d) If, subsequent to the date of this Subcontract, the security classification or security requirements under this Subcontract are changed by the Government or by JPL and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this Subcontract, the Subcontract shall be subject to an equitable adjustment as if the changes were directed under the "Changes" Article of this Subcontract.
- (e) The Subcontractor agrees to insert terms that conform substantially to the language of this Article, including this paragraph (e) but excluding any reference to the "Changes" Article of this Subcontract, in all First-tier Subcontracts under this Subcontract that involve access to classified information.
- (f) If a change in security requirements, as provided in paragraphs (c) and (d), results (i) in a change in the security classification of this Subcontract or any of its elements from an unclassified status or a lower classification to a higher classification, or (ii) in more restrictive area controls than previously required, the Subcontractor shall exert every reasonable effort compatible with the Subcontractor's established policies to continue the performance of work under the Subcontract in compliance with the change in security classification or requirements. If, despite reasonable efforts, the Subcontractor determines that the continuation of work under this Subcontract is not practicable because of the change in security classification or requirements, the Subcontractor shall notify JPL in writing. Until resolution of the problem is made by JPL, the Subcontractor shall continue safeguarding all classified material as required by this Subcontract.
- (g) After receiving the written notification, JPL shall explore the circumstances surrounding the proposed change in security classification or requirements, and shall endeavor to work out a mutually satisfactory method whereby the Subcontractor can continue performance of the work under this Subcontract.
- (h) If, 15 days after receipt by JPL of the notification of the Subcontractor's stated inability to proceed, (i) the application to this Subcontract of the change in security classification or requirements has not been withdrawn or (ii) a mutually satisfactory method for continuing performance of work under this Subcontract has not been agreed upon, the Subcontractor may request JPL to terminate the Subcontract in whole or in part. JPL shall terminate the Subcontract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the "Termination for Convenience" Article.